



CITY OF KIRKLAND

123 Fifth Avenue, Kirkland, WA 98033 425.587.3000
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MEMORANDUM

To: Stafford Smith, Kirkland Hearing Examiner Pro Tem

From: Susan Lauinger
Susan Lauinger, Project Planner

Date: October 25th, 2011

Subject: APPEAL OF A STATE ENVIRONMENTAL PROTECTION ACT (SEPA)
DETERMINATION; Kirkland File no KC. L11AP001; King County file no
L11AP001 (related County files: SSDP L10SH004);
Address: 8175 Juanita Drive NE (see Vicinity Map-Enclosure 1)

Hearing Date and Place: Thursday, November 3rd, 2011 at 9 a.m.
City Hall Council Chambers
123 Fifth Avenue, Kirkland

Background:

On April 26th, 2011, Peter and Barbara Moe, represented by Brent Carson/Ray Liaw of Gorden Derr, LLP, submitted an appeal of a SEPA case to King County Department of Development and Environmental Services (DDES). The appeal contested DDES issuance of a threshold of Determination of Non-significance (DNS) as it relates to a Shoreline Substantial Development Permit (SSDP) and construction of Lot 1 within a three lot short subdivision. Lot 1 of the short subdivision is in shoreline management jurisdiction and the DNS was issued in conjunction with the SSDP permit. The SSDP was approved on April 26th, 2011. The short subdivision had received preliminary approval on June 16th, 2005.

The City of Kirkland annexed the area of the subject property on June 1st, 2011. The City and County entered in to an Interlocal Agreement (ILA) for Development Services. This agreement contains the following specific guidance for handling SEPA cases (See Section 4 of the ILA, Enclosure 2):

Section 4.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the Annexation Area shall be heard and decided by the City pursuant to City Code Procedures.

King County DDES staff supplied a staff report and recommendation for the appeal case on September 7th, 2011 (see Enclosure 3). The City has scheduled the hearing for November 3rd, 2011 at 9 a.m. in the Kirkland City Council Chambers.

Pursuant to the ILA between the City and the County, the following SEPA policies from the Kirkland Municipal Code section 24.02.220 should be followed for this appeal:

RULES FOR THE APPEAL. CRITERIA FOR APPEAL & DECISION

Rules: The Kirkland Municipal Code (KMC) Section 24.02.160 sets forth the following rules for SEPA appeals.

- A. Hearing: In the event that a project permit does not include an open record public hearing, the SEPA appeal will be heard and decided upon by the hearing examiner using the provisions of subsection (g), (h) and (i) of 24.02.160. Section (g) covers noticing of the appeal, which has already been accomplished per the KMC rules.
- B. The decision on the appeal (24.02.160 (h)): The hearing body shall consider all information and material within the scope of the appeal submitted by persons entitled to participate in the appeal. The hearing body shall either affirm or change the findings and conclusions of the responsible official that were appealed. Based on the hearing body's findings and conclusions, it shall either:
 1. Affirm the decision being appealed; or
 2. Reverse the decision being appealed; or
 3. Modify the decision being appealed.
- C. Participation in the appeal: Only the applicant or proponent, city staff, and persons who have appealed the threshold determination may participate in the appeal. Note that in this case County staff will participate in the appeal for City staff because the SEPA determination was based on county regulation. Participation in the appeal may be in either or both of the following ways:
 1. By submitting written testimony to the planning department within the timeline established by subsection (c) of this section. Note that in this case the appeal was submitted in a timely manner while the subject property was within the jurisdiction of King County.
 2. By appearing at the hearing and submitting oral or written testimony directly to the hearing body. The hearing body may reasonably limit the extent of the oral testimony to facilitate the orderly and timely conduct of the hearing. Note that in this case, a prehearing conference was requested and held on October 6th, 2011 by Hearing Examiner Stafford Smith.
- D. Decision: Within eight calendar days after the public hearing, the hearing body shall issue a written decision on the appeal. Within four business days after it is issued, the hearing body shall distribute the decision as follows:
 1. To the applicant
 2. To the person who filed the appeal.
 3. To all other persons or agencies who participated in the appeal.

Hearing scope and considerations: KMC 24.02.160 (i) sets forth the following additional appeal procedures:

- A. The matters to be considered and decided upon in the appeal are limited to the matters raised in the notice of appeal.
- B. The decision of the responsible official shall be accorded substantial weight.
- C. All testimony will be taken under oath.

- D. The decision of the hearing body hearing the appeal shall be the final decision on any appeal of a threshold determination including a mitigated Determination of Nonsignificance.

JUDICIAL REVIEW

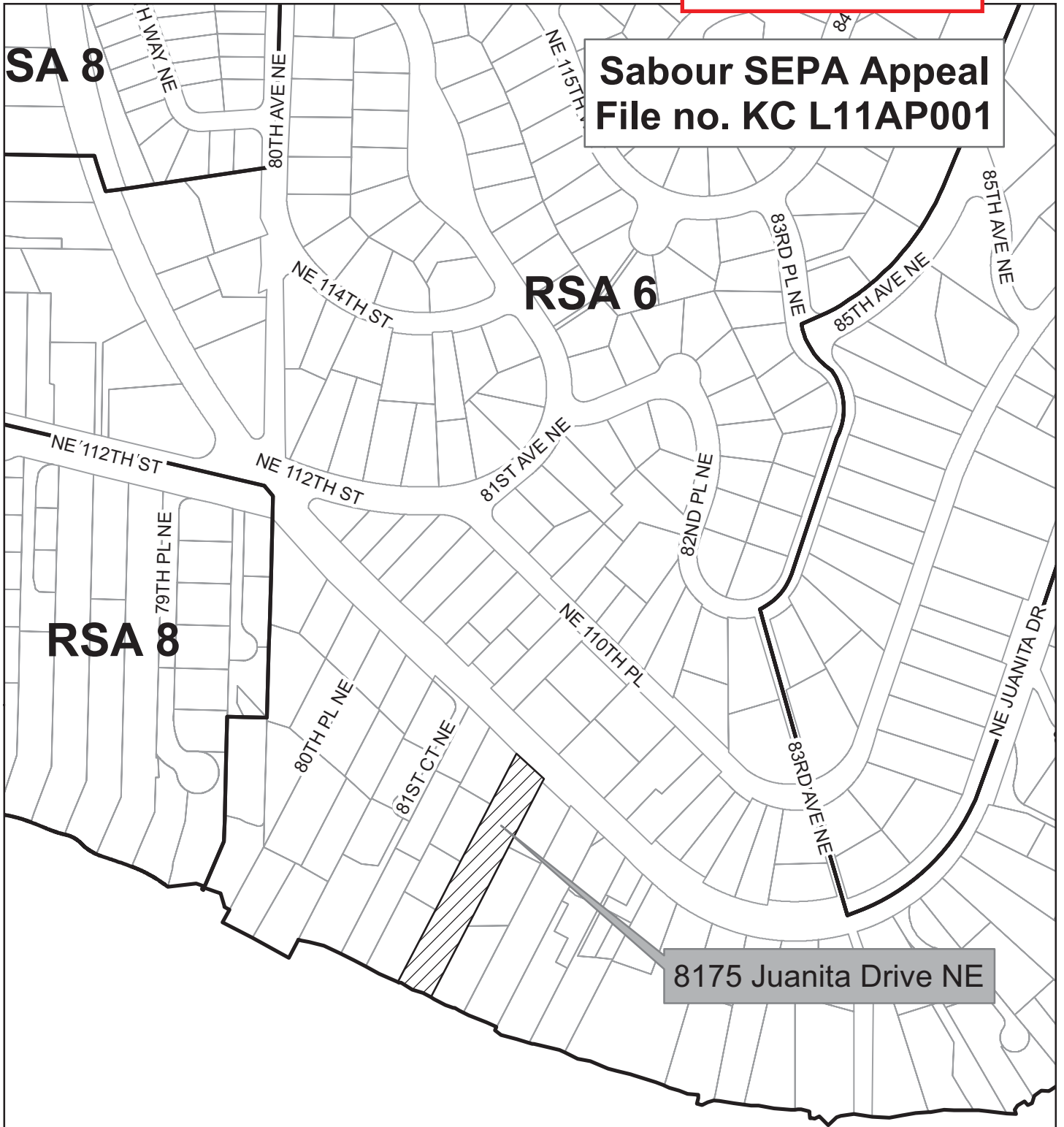
Section 24.02.240 of the Kirkland Municipal Code sets forth the following:

Judicial review of SEPA determinations are by RCW 43.21C.075 required to be heard only at the time of judicial review of the underlying action, i.e. approval or disapproval of the proposal for which SEPA review was required. For rules on perfecting and timing of the SEPA determination and judicial appeal, see RCW 43.21C.075 and WAS 197-11-680(4). The notice required by WAS 197-11-680(5) shall be appended to the permit or "notice of appeal" at the time of final city action.

ENCLOSURES:

1. Vicinity Map
2. Interlocal Agreement (ILA) between the City of Kirkland and King County
3. DDES staff report written by Mark Mitchell with attachments that include the matter being appealed.

**Sabour SEPA Appeal
File no. KC L11AP001**



Lake Washington



**Exhibit C—Development Services Agreement Provisions
INTERLOCAL AGREEMENT BETWEEN**

KING COUNTY AND THE CITY OF KIRKLAND

**RELATING TO PROCESSING OF BUILDING PERMITS AND
LAND USE APPLICATIONS**

THIS AGREEMENT is made and entered into this day by and between the City of KIRKLAND, a municipal corporation in the State of Washington (hereinafter referred to as the "City") and King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County").

WHEREAS, the City annexed an area of unincorporated King County described in Attachment 1 and will annex additional areas of unincorporated King County (collectively referred to as the "Annexation Area"); and

WHEREAS, all local governmental authority and jurisdiction with respect to the Annexation Area transfers from the County to the City upon the date of annexation; and

WHEREAS, the County and City agree that having County staff process certain Annexation Area building permits and land use applications on behalf of the City for a transitional period will assist in an orderly transfer of authority and jurisdiction; and

WHEREAS, it is the parties' intent by virtue of this Agreement that any and all discretionary decisions shall be made by the City; and

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, RCW Chapter 39.34;

NOW, THEREFORE, in consideration of the terms and provisions, it is agreed by and between the City and the County as follows:

1. Pre-annexation Building Permit Applications Filed with King County.

1.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested building-related permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area in accordance with this section.

1.2 For the purposes of this Agreement, building-related permits include but are not limited to building permits, mechanical permits, fire systems/fire sprinkler permits, clearing and grading permits, and right-of-way permits. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decision regarding whether or when an application has vested shall be made by the City.

1.3 Except as provided in Section 1.9, if a vested permit has been reviewed and issued by the County prior to June 1, 2011, the County shall complete all reviews and inspections. The County shall confirm payment of required impact fees and notify the City that all impact fees have been paid.

1.4 If a vested permit has been partially reviewed through the close of business on May 31, 2011 but the permit has not been issued, the County shall complete the review then shall transfer the permit to the City for issuance and post-issuance administration and inspection. If any fees, including impact fees, are to be collected upon permit issuance, the City shall assess and collect those fees.

1.5 The County's review of building-related permits shall include rendering decisions to approve, condition or deny such applications, conducting inspections, issuing correction notices, certificates of occupancy, permit extensions and completion of extensions, and evaluating compliance with approval conditions that extend beyond issuance of a certificate of occupancy. The County agrees to consult with the City prior to rendering any administratively appealable building-related permit decision. Appeals of building related permit decisions, if any, shall be processed by the City in the same manner as appeals of land use permits are addressed in Section 2.4; provided that the City and County may agree to have the County conduct such appeals on behalf of the City in particular instances where such processing by the County would further the orderly transition envisioned by this Agreement.

1.6 The County shall receive and process any permit applications made following annexation that implement conditions of a Commercial Site Development permit issued by the County prior to annexation. County permits that implement conditions of a Commercial Site Development permit include those related to site, drainage, and infrastructure issues, but not building permits. After May 31, 2011, the City of Kirkland shall receive and process building permit applications and ancillary permit applications, such as fire and mechanical permits of an approved project.

1.7 The County shall review and make a recommendation to the City on requests to renew County permits within the Annexation Area that are approaching their expiration date without having completed the permitted activity. The City shall render any final decisions on such requests.

1.8 For those building related permits issued by King County prior to June 1, 2011, the County shall review and render decisions on requests for changes or revisions to approved construction documents up to the time that either a certificate of occupancy is issued or final construction approval has been issued for the project. If after May 31, 2011 a request for a change or revision to an approved construction document is deemed by the County to be substantial (e.g. the original house plan is substituted by a substantially different house plan), then a new application to the City shall be required. The County shall consult with the City to help determine what is deemed a "substantial" change or revision. Following issuance of the certificate of occupancy or final

construction approval, requests for revisions to the approved set of plans shall be referred to the City to process as new permit applications.

1.9 If a permit has been issued by the County and the applicant has not submitted a request for inspection to the County by May 31, 2011, the County shall inform the City and the City shall have the opportunity to assume responsibility for remaining inspections for and administration of that permit. If the City elects to assume such responsibility, the permit, along with unexpended permit fees associated with the permit, shall be transferred to the City. The permit will be administered subject to all terms and conditions established by the County, unless revisions are subsequently requested by the applicant and approved by the City.

1.10 The County shall review and make recommendations to the City's Public Works Director or his designee on applications to vary adopted road or drainage standards that are made in conjunction with a building related application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

2. Pre-annexation Land Use Permit Applications Filed with King County.

2.1 Except as otherwise provided for herein, the County shall continue to review on behalf of the City all vested land use permit applications filed with the County before the effective date of annexation that involve property within the Annexation Area. Review by the County shall occur in accordance with the regulations to which the applications are vested. Any decisions regarding whether or when an application has vested shall be made by the City.

2.2 For those vested land use applications that do not require a public hearing prior to issuance, the County will continue to process such applications and shall make a report and recommendation to the City's Planning Director or his designee based upon the regulations under which the applications are vested. Any decisions to approve, deny, or approve with conditions such applications shall be made by the City's Planning Director or designee and will be processed pursuant to the City's applicable land use review and appeal procedures.

2.3 Notwithstanding any other provision of this Agreement, applications for any rezone and any associated permit applications shall be referred to the City for all further processing.

2.4 For those vested land use applications that require quasi-judicial or legislative approval, e.g., preliminary subdivisions or conditional uses, or which involve appeals of administrative decisions, the County shall continue to review the application as follows:

- A. If the public hearing on the application was held prior to June 1, 2011, the County shall complete the review up to and including the point of final

recommendation. The final decision shall be made by the City Planning Department Director, or designee, and provided that decisions requiring approval by a legislative body shall be forwarded to the City for City Council action on final decision.

- B. If the public hearing on the application was not held prior to June 1, 2011, the public hearing shall be scheduled before the City's Hearing Examiner and the City's Hearing Examiner will make the final decision, provided that decisions requiring approval by a legislative body shall be decided by the City Council. Such applications will be processed pursuant to the City's applicable land use review and appeal procedures.

2.5 For those vested subdivision, short plat and binding site plan applications that have received preliminary approval prior to annexation, the County shall continue and complete post-preliminary review up to and including the point of making a final recommendation on the specific application(s) submitted for review prior to June 1, 2011. The final decision on the application shall be made by the City in accordance with the County Code to which the application is vested. All subsequent post-preliminary approval applications shall be submitted to and decided by the City. For purposes of this section, post-preliminary review includes engineering plan approval, final plat, short plat or binding site plan approval, and construction inspection approval.

2.6 The County shall review and make recommendations to the City's Public Works Director on applications to vary adopted road or drainage standards that are made in conjunction with a land use application being reviewed by the County pursuant to this Agreement. All final decisions on such variance applications shall be rendered by the City.

2.7 The County shall review and render decisions on requests for changes to approved land use permit engineering plans up to the time that final construction approval has been issued for the project. Following issuance of final construction approval, requests for changes to the approved set of plans shall be referred to the City. As-built drawings of the final approved construction shall be forwarded to the City.

3. List of Projects, Exclusionary Option, Notice of Meetings, and Permit Data.

3.1 The County shall provide to the City on June 1, 2011 a list of all vested building, land use and associated ancillary permit applications pending within the Annexation Area. The list shall include the status of the projects as it is shown in the County permit system. This information shall be provided until all permits on the list have been finalized, expired or otherwise completed. The City or County may at any time exclude from this Agreement any application(s) on any such list upon providing to the County or City ten days advance written notice of its intent to exclude the application(s). Upon excluding any application from review under this Agreement, the County shall turn the application over to the City for all further processing, and shall be available for consultation with the City regarding the application.

3.2 The County shall notify the City of all technical screening meetings, pre-construction conferences and engineering pre-submittal meetings for projects being reviewed by the County under this Agreement. Such notice shall be provided promptly upon scheduling of the meeting. The City may participate in these meetings to learn more about the project and to offer comments.

3.3 The County shall provide the City with a copy of files and records of all land use and building permit applications processed under this Agreement upon completion of permit review, termination of the Agreement under Section 11, or expiration of the Agreement, whichever comes first.

3.4 The County shall provide to the City digital files of historic and open permit data for the Annexation Area that is in the County's permit database. The County's obligation shall be to provide the data in the format used by the County. It shall be the City's obligation to convert the data in such a way as to meet the City's needs. The County shall provide a subsequent and final download, showing all data through May 31, 2011, by June 1, 2011.

3.5 No later than June 30, 2011, the County shall provide to the City a list of all traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

4. SEPA Compliance.

4.1 In order to satisfy the procedural requirements of SEPA, beginning on June 1, 2011, the City shall serve as lead agency for all Annexation Area building permit and land use applications, including those being processed by the County pursuant to this Agreement. The City has designated and identified the City's Planning Director as the SEPA Responsible Official to make threshold determinations and to supervise the preparation and content of environmental review for projects within the City.

4.2 Any and all appeals from SEPA threshold determinations and other SEPA matters relating to projects within the Annexation Area shall be heard and decided by the City pursuant to City Code procedures.

4.3 For those permit applications requiring a SEPA determination and for which a SEPA determination has not been issued prior to June 1, 2011, the County will not take final action upon the application until the City's SEPA Responsible Official has acted. The County agrees to provide technical and administrative SEPA assistance to the City's SEPA Responsible Official on that project. Such assistance may include, but is not limited to:

- Review of an applicant's environmental checklist and collection of relevant comments and facts;

- Preparation of a proposed SEPA threshold determination with supporting documentation for approval, which will include citations to a) King County Code provisions that compliance with will negate a probable significant adverse impact, and b) King County Code substantive authority for recommended mitigation measures;
- Publication and notice by the County on behalf of the City's SEPA Responsible Official;
- Preparation and submittal of a written review and comment on any appeal received on a SEPA threshold determination recommended by County staff to the City's SEPA Responsible Official;
- Attendance at appeal hearings to testify with respect to analysis of environmental impacts, mitigation measures and the environmental review process;
- Preparation of any required draft, final, addendum or supplemental EIS for approval of the City's SEPA Responsible Official; and
- Coordination of adopted or required SEPA measures of mitigation with project review staff.

4.4 Any decision whether to condition or deny an application on SEPA grounds shall be made by the City.

5. **Administrative and Ministerial Processing.** County review specified in this Agreement is intended to be of an administrative and ministerial nature only. Any and all final recommendations on legislative or quasi-judicial decisions or decisions of a discretionary nature shall be made by the City's designated decision maker and processed pursuant to the City's applicable review and appeal procedures.

6. **Code Enforcement.**

6.1 The County shall provide the City on June 1, 2011, a list and brief explanation of all Annexation Area code enforcement cases (including those pertaining to surface water codes) under review by the County at the time of annexation. The City shall be responsible for undertaking any code enforcement actions following the date of annexation. The County shall provide the City with copies of any Annexation Area enforcement files requested by the City.

6.2 Code enforcement abatement actions necessary to eliminate public health or safety hazards shall be the sole responsibility of the City.

6.3 The County is authorized on behalf of the City to enforce conditions of approval for those permits that the County processes pursuant to this Agreement. Pursuant to this provision, the County's authorization shall mean issuing corrective notices and/or withholding permit approval or recommendation of approval. If code compliance remains unresolved after the first notice, the County shall notify the City and, at the City's discretion, the City may initiate code enforcement cases, assess civil penalties, initiate financial guarantee recall, or otherwise take legal action to remedy the violation or non-compliance.

7. Financial Guarantees.

7.1 Any financial guarantee that is intended to secure compliance with project conditions that are being or will be reviewed by the City shall be turned over to or posted with the City, which shall have sole authority and discretion over its release and/or enforcement. Any financial guarantee that has been posted or is otherwise required in order to guarantee compliance with conditions that are being reviewed by the County pursuant to this Agreement shall be retained by or posted with the County. On behalf of the City, the County is authorized to accept such financial guarantees and to release them where it determines that conditions for release have been satisfied. In making such decisions whether to release a financial guarantee instrument, the County may at any time seek direction from the City. The City shall be solely responsible for making any demands or initiating any legal action to enforce financial guarantees for Annexation Area projects.

7.2 Except for those projects on which the County has prior to the effective date of annexation of the Annexation Area assessed required financial performance guarantees, the City shall have sole discretion and responsibility on the assessment of financial performance guarantees required of an applicant to secure compliance with permit or development-related requirements. The City shall have sole discretion and responsibility on the release and enforcement of all required financial performance guarantees required of the applicant to secure compliance with permit or development-related requirements. The County will not release any construction performance guarantees until the permittee has secured the required maintenance/defect bond or equivalent for the benefit of the City. The County will not release any maintenance/defect bonds until the City has reviewed the development-related improvements with the County inspector and agrees that the bond should be released. Notwithstanding the foregoing, upon special written request by the City, the County may agree to assist the City in determining whether to enforce or release particular financial guarantees. Such assistance from the County shall not include the initiation or undertaking of legal actions.

8. Processing Priority. Within budgetary constraints, the County agrees to process pre-annexation building and land use applications in accordance with the County's administrative procedures, at the same level of service as provided to County applications.

9. Fees and Reimbursement.

9.1 The City shall adopt legislation authorizing the County to charge applicants fees in amounts currently specified or hereafter adopted in King County Code Title 27 for applications processed by the County in accordance with the terms of this Agreement.

9.2 In order to cover the costs of providing services pursuant to the terms of this Agreement, the County is authorized to collect and retain such application and other fees authorized by the County fee ordinances adopted by the City pursuant to Section 9.1 above, or as may be modified at some future date by the County and the City.

9.3 In order to cover the costs of providing review, technical and administrative assistance, and other services not otherwise reimbursed pursuant to this Agreement, including but not limited to providing testimony at public hearings, the City shall pay the County at such hourly rate as specified in the version of King County Code Title 27 in effect at the time the services are performed. The County shall not seek reimbursement under this Section for review services performed on an individual permit application where the County has already been compensated for such services by the receipt of permit application review fees. The County shall provide the City with quarterly invoices for assistance and services provided, and the City shall tender payment to the County within thirty days after the invoice is received. The City shall retain the right to pre-authorize the County services contemplated by this Section 9.3, including the estimated cost of such services. Such pre-authorization by the City must be in writing. If the City does not provide pre-authorization, then the County shall neither provide nor invoice such services.

9.4 For permit applications initiated with the County and later forwarded to the City for completion, the County shall submit to the City the unexpended portion of any fees collected by the County to cover the work that becomes the responsibility of the City. The fees shall be submitted concurrently with the forwarding of the applications.

9.5 No later than August 1, 2011, the County shall pay to the City any unexpended traffic impact fees and fees in lieu of park dedication collected by the County for development activity where all site improvements and building construction have not been completed prior to the effective date of annexation.

9.6 For the purposes of this Agreement, "unexpended portion of fees" shall mean the balance of any fee collected by the County for a permit application which is later forwarded to the City for completion. The Parties acknowledge that the County charges fees both on a fixed price basis as well as by the hourly at the rates set in Title 27 of the King County Code.

- A. County fixed fees have been determined using the estimated time as represented by hours or a portion thereof needed to complete the permit application, issue or plan review ("standard time") multiplied by the current hourly rate. The unexpended portion of a fee for any fixed fee to be transferred to the City will be ratio of the documented time actually charged against the permit to the standard time multiplied by the current hourly rate.
- B. The County also assesses some permit applications, issues and plan reviews ("project") on an hourly basis. For these, assessed fees based on an hourly rate, the unexpended portion of a fee to be transferred to the City will be the

balance of any deposit, less the hourly rate for those documented hours charged against the particular project.

- C. The City will not be entitled to any surcharge amount assessed to a project pursuant to KCC 27.02.1905.

10. **Duration.** This Agreement shall become effective upon approval by the City and the County and shall continue until December 31, 2015, unless otherwise terminated in accordance with Section 11 or extended in accordance with Section 12 of this Agreement.

11. **Termination.** Either party may terminate this Agreement for good cause shown upon providing at least thirty (30) days written notice to the other party. Upon expiration or termination of this Agreement, the County shall cease further processing and related review of applications it is processing under this Agreement. The County shall thereupon transfer to the City those application files and records, posted financial guarantee instruments, and unexpended portions of filing fees for pending land use and building-related applications within the Annexation Area. Upon transfer, the City shall be responsible for notifying affected applicants that it has assumed all further processing responsibility.

12. **Extension.** The City and County may agree to extend the duration of this Agreement through December 31, 2019 or to a date prior thereto. In order for any such extensions to occur, the City shall make a written request to the County not less than sixty (60) days prior to the otherwise applicable expiration date. Any agreement by the County to the proposed extension(s) shall be made in writing. If the parties have not agreed to the extension in writing by the otherwise applicable expiration date, the Agreement shall expire.

13. **Application Process.** The City will prepare a document describing the handling of applications based upon this Agreement. Both the City and the County will have that document available for applicants.

14. **Indemnification, Hold Harmless and Defense.**

14.1 The County shall indemnify and hold harmless the City and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense, provided that the City retains the right to participate in said suit if any principal or governmental or public law is involved, and if final judgment be rendered against the City and its officers, agents, and employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

14.2 The City shall indemnify and hold harmless the County and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent action or omission of the City, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the County, the City shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the County and its officers, agents, employees, or any of them, or jointly against the City and County and their respective officers, agents, and employees or any of them, the City shall satisfy the same.

14.3 The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.

14.4 In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility that arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies or procedures. If any cause, claim, suit, action or proceeding (administrative or judicial), is initiated challenging the validity or applicability of any City ordinance, rule or regulation, the City shall defend the same at its sole expense and if judgment is entered or damages awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

15. **Personnel.** Control of County personnel assigned by the County to process applications under this Agreement shall remain with the County. Standards of performance, discipline and all other aspects of performance shall be governed by the County.

16. **Administration.** This Agreement shall be administered by the County Director of the Department of Development and Environmental Services or his/her designee, and by the City's Planning Director or his/her designee.

17. **Amendments.** This Agreement is the complete expression of the terms hereto and any oral representation or understanding not incorporated herein is excluded. Any modifications to this Agreement shall be in writing and signed by both parties.

18. **Legal Representation.** The services to be provided by the County pursuant to this Agreement do not include legal services, which shall be provided by the City at its own expense.

19. **Notice of Annexation Area Processing.** In the event that the City intends for the County to conduct permit review for the Wild Glen Annexation Area pursuant to this

Agreement, the City shall exercise its best efforts to provide the County with written notice of its intent no less than sixty days prior to the date County processing of such Wild Glen Annexation Area applications would occur.

20. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action or interest in this Agreement based upon any provision set forth herein.

RECEIVED
MAY 11 1961
U.S. AIR FORCE

TO: THE DIRECTOR, AIR FORCE RESEARCH AND DEVELOPMENT COMMAND
FROM: THE CHIEF, AIR FORCE RESEARCH AND DEVELOPMENT COMMAND
SUBJECT: [Illegible]


1. [Illegible]
2. [Illegible]
3. [Illegible]

11/25/61

11/25/61
[Illegible]

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed.

KING COUNTY



5/23/11

King County Executive

Dated

Approved as to Form:

DANIEL T. SATTERBERG
King County Prosecuting Attorney

By: 

Darren Carroll

Senior Deputy Prosecuting Attorney

Dated

CITY OF KIRKLAND



5/23/11

Dated

Approved as to Form:



5/25/11

City Attorney

Dated

